



United States Department of the Interior

NATIONAL PARK SERVICE

Washington, DC 20240

WASHINGTON CONTRACTING AND PROCUREMENT:

IN REPLY REFER TO:
S72 (2623)
C2011040008

12795 W. Alameda Pkwy., M.S. WCP
Lakewood, Colorado 80228

1201 Eye Street, S.W. 12th Fl. Contracting
Washington, D.C. 20005

Via FedEx

December 3, 2003

City of Hot Springs
Attention: Honorable Carl F. Oberlitner
Mayor, City of Hot Springs
303 North River Street
Hot Springs, South Dakota 57747

Dear Mayor Oberlitner:

Reference: Wind Cave National Park, Park Service Public Utility Contract No.
C2011040008, Sewer Connection for Replace Failing Wastewater Treatment
Facility, Package #WICA-77293

Subject: Notice of Award – Notice to Proceed

This letter is being submitted to provide your office with the enclosed fully executed public utility contract between the City of Hot Springs (City) and National Park Service (NPS) for the above referenced project. Upon receipt of the fully executed contract, the City is hereby officially notified to proceed with the Plant Certification. Upon submitting the Certification to the NPS, the City may proceed with Design. Inquiries regarding the above should be directed to Mr. Sharrett at 303-987-6744.

Sincerely,

(Sgd) Melvin E. Fowler

Melvin E. Fowler
Contracting Officer

Enclosure

cc:

Supt., Wind Cave National Park, w/o att.
CPM, Wind Cave National Park, w/c att.
DSC-PM-Graham, w/c att.
DSC-CS-Sharrett, w/c att.
AOC, w/att.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11/21/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) WICA.-77293
6. ISSUED BY National Park Service Washington Contracting & Procurement, PO Box 25287 Mail Stop -WCP, Denver, CO 80235		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) City of Hot Springs 303 North River Street Hot Springs, SD 57747			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. C2011040008 9B. DATE (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 4 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

This Contract does not currently have funding included for Phase 3, Installation. Therefore, Phase 3, Installation is hereby an option and will be procured and funded in accordance with FAR Part 17, Options; and the following clauses are incorporated into this Contract by full text.

FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item " The Government may require the delivery of the number item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days. Delivery of the added items shall continue at the same rate that like items are called for under the Contract, unless the parties agree."

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CARL OBERLITNER MAYOR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melvin E. Fowler	
15B. CONTRACTOR/OFFEROR Carl Oberlitter (Signature of person authorized to sign)	15C. DATE SIGNED 11/25/03	16B. UNITED STATES OF AMERICA BY: <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-21-03

AWARD/CONTRACT		UNDER DPAS (15 CFR 350)		Page 1 of 3	
2. CONTRACT (Proc. inst. ident.) NO. C2011040008		3. EFFECTIVE DATE DEC 03 2003		4. REQUISITION/PURCHASE REQUEST PROJECT NO. R2011040008/0001	
5. ISSUED BY CODE 2623 WASO - WCP - Denver Contracting & Procurement 12795 W. Alameda Pkwy MS WCP Lakewood, CO 80228-		6. ADMINISTERED BY (If other than Item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) City of Hot Springs 303 North River Hot Springs, SD 57747-		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)			
		9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %			
CODE *		FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12	
11. SHIP TO/MARK FOR CODE 1560 Linda Stoll MWR - Wind Cave National Park Rt 1 Box 190 Hot Springs, SD 57747-9430		12. PAYMENT WILL BE MADE BY CODE 2081 DSC - CS - Contracting Services Group National Park Service, P.O. Box 25287 12795 W. Alameda Parkway, Attn: Tim Sharrett Denver, CO 80225-			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) (1)		14. ACCOUNTING AND APPROPRIATION DATA 2004 - - - 1560 - - 233K - - 472 - - - 7018 - - - - -			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				
15G. TOTAL AMOUNT OF CONTRACT					105,000.00
16. TABLE OF CONTENTS					
()	SEC	DESCRIPTION	PAGE(S)	()	SEC DESCRIPTION PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION CONTRACT FORM			I CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS/WORK STATEMENT			J LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
	F	DELIVERIES AND PERFORMANCE			L INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA			M EVALUATION FACTORS FOR AWARD
	H	SPECIAL CONTRACT REQUIREMENTS			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>4</u> copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) CARL OBERLITNER, Mayor			20A. NAME OF CONTRACTING OFFICER Melvin E. Fowler		
19B. NAME OF CONTRACTOR By Carl Oberlitter (Signature of person authorized to sign)		19C. DATE SIGNED 11/25/03	20B. UNITED STATES OF AMERICA By Melvin E. Fowler (Signature of Contracting Officer)		20C. DATE SIGNED DEC 03 2003

Line Item Summary		Document Number		Title		Page					
		C2011040008		WICA 77293		2 of 3					
Total Funding:		\$105,000.00									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2004		1560		252Z		472			7018		
Division		Closed FYs		Cancelled Fund							
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)		Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)			
0001	PHASE 2 - DESIGN - OFF SITE WORK	0001	03/31/2004		1.00	job	\$103,000.000	\$ 103,000.00			
City of Hot Springs agrees to provide all necessary labor, materials, supplies and equipment to perform design services for the Facility as desribed in the attached Scope of Work.											
Ref Req No: R2011040008/0001											
0002	PLANT CERTIFICATION	0002	03/31/2004		1.00	ea	\$2,000.000	\$ 2,000.00			
The City of Hot Springs agrees to provide the Certification of the Plant in accordance with the attached Scope of Work.											
Ref Req No: R2011040008/0001											
Total Cost:								\$105,000.00			

2004 - - - 1560 - - 233K - - 472 - - - 7018 - - - - -

\$105,000.00

Reference Requisition: R2011040008/0001

Total Funding: \$105,000.00

PART 1 - THE SCHEDULE

SECTION A. SOLICITATION/CONTRACT FORM

THIS BILATERAL PUBLIC UTILITY SERVICE CONTRACT NO. C2011040008 (hereinafter "Contract") entered into on the effective date in Block No. 3 of the above Award/Contract, Standard Form 26 (REV.4-85) by and between the UNITED STATES OF AMERICA, acting through the NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR (hereinafter "National Park Service", "Park Service" or "NPS"), pursuant to the authority contained in the Federal Property and Administrative Services Act of 1949, as amended (Sec. 201, 40 U.S.C. 481, and awarded under authority 41 U.S.C. 253(c)(1)) and 16 U.S.C. Sec. 1.b.(2) and the City of Hot Springs (hereinafter "City") also means its contractors, agents or assigns, authorized to conduct business in the State of South Dakota, and having its principal office and place of business at: 300 North River Street, Hot Springs, South Dakota 57747;

WITNESSETH, THAT:

WHEREAS, the Park Service administers Wind Cave National Park (hereinafter called "Park" or "Service Area"); and

WHEREAS, it is the desire of the parties to enter into this Bilateral Contract with the City for design and installation of a sanitary sewer system to the boundary of the Park and related structures, hereinafter ("Service Area") and after installation of the Facility, provide sewer service; and

WHEREAS, all the City's rates, rules, regulations, and practices are subject to the jurisdiction of and regulation by the City Council (hereinafter "Council", in the manner prescribed by law; and the City is subject to various rules, orders and regulations imposed by Council; and

WHEREAS, it is the desire of both parties to enter into this Contract for the city to design and install the proposed sanitary sewer system and facilities (hereinafter "Facility") to be installed along roads and highways outside of the Service Area and is for use by the Park, including its Concessionaires, contractors, agents or assigns, with the City acting either by force account (City's In-house Resources) or through subcontracts with others, under the existent difficult terrain and under strict environmental constraints in the Service Area known to the City as

of the effective date of this Contract, subject to the City obtaining all necessary consents, approvals, and permits for which the City will be responsible for and if needed, the NPS will provide assistance to the City; and

WHEREAS, the NPS desires that the City's design and installation of the Facility located in outside of the Service Area consist of three phases, which are defined herein; and

WHEREAS, the NPS has already obtained the required National Environmental Policy Act and the National Historic Preservation Act, Section 106 compliance on the pre-established utility corridor outside of the park boundary in accordance with Drawing 108/41,025(previously sent to the City under separate cover); and

WHEREAS, the City is willing to perform all work in accordance with the Federal Occupation Safety and Health Administration Regulations, under the state of South Dakota and Federal regulations, standards and codes; and

WHEREAS, the City agrees to provide sewer utility service thereafter (hereinafter "Utility Service") after installation of the Facility; and

WHEREAS, the NPS agrees to pay the City for scope of work which includes design and installation of the Facility described below;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties hereby agree as follows:

SECTION B. SUPPLIES OR SERVICES AND PRICE:

PHASE 1 Plant Certification:

The City shall provide certification from a registered professional engineer that the City's existing wastewater treatment plant's capacity is able to accept and adequately treat the additional NPS influent as required by this contract. This certification shall be submitted prior to expending any funds for phase 2 work.

PHASE 2 (OFF-JOB-SITE) DESIGN WORK

Phase 2 (off-job-site) work includes the necessary funds to provide design services, preparation of installation drawings for

the Facility as described herein, including the City's advertising low-competitive bidding process, bid opening to obtain a qualified subcontractor and the City's General and Administrative costs, as described herein.

Administrating, planning, engineering and coordinating as required for the sanitary sewer extensions. Engineering shall consist of drawings showing pipes, valves, joints, manholes, profiles with elevations indicated, plans of existing conditions to accurate scale, and all proposed features labeled. Administrating and planning will include acquisition of any permits, (State Environmental Requirements), or any other approvals as necessary. It is understood, this phase and/or phase 1 or 3 may be subcontracted.

PHASE 3 (ON-JOB-SITE) INSTALLATION WORK

Phase 3 (on-job-site) work includes subcontract award and the complete and accepted installation of work for the Facility, as described herein.

1. FACILITY CHARGE FOR FIRM FIXED PRICE

a) The City has proposed and the NPS accepts the City's Firm - Fixed Price Proposal for the work described for Phase 1 (plant certification), Phase 2 (off-job-site) work and Phase 3 (on-job-site) work described above is \$955,000.00.

b) The City's Fixed Price breakdown is as follows:

1. The City's Fixed Price for the Phase 1 Plant Certification; Phase 2 (off-job-site) work including design and engineering, and Phase 3 (on-job-site) work including construction and construction management is as follows:

Phase 1 Plant Certification	\$ 2,000.00
Phase 2 Design (off-site work)	\$103,000.00
Phase 3 Installation (on-job site work)	\$850,000.00
TOTAL	\$955,000.00

b) Funding of \$2,000.00 for Phase 1 Plant Certification has been approved and is obligated upon the Contracting Officer's signature.

c) Funding of \$103,000 for Phase 2 Off-job-site work) Design and Phase has been approved and is obligated upon the Contracting Officer's signature.

d) Funding of \$850,000 for Phase 3, Installation shall be incorporated into this contract by Contract Modification.

2. PAYMENT CONDITIONS

a) In accordance with the City's Firm Fixed Price Proposal, the NPS hereby agrees to pay the City Phase 1 Plant Certification; Phase 2(off-job-site) design work, and Phase 3 (on-job-site) installation work, including herein, General and Administrative Fees, in accordance with the terms and conditions of this Contract.

b) All payments will be made in accordance with Debt Collection Acts of 1996 (P.L. 104-134) with payment banking data included on Payment Information Form for Treasury Financial Communication System.

c) This Contract may be modified by the Contracting Officer in writing under the Terms and Conditions herein as mutually agreeable to both parties in accordance with the section "Contract Modifications" below.

d) Monthly billings for future Utility Service is not included in this Contract and will be addressed in a separate contract.

f) This Contract does not prohibit the City from expending other than Government funds outside the scope of this Contract for the Facility; however, no payment for reimbursement will be made by the NPS thereof.

3. INVOICE REQUIREMENTS FOR INSTALLATION

a) The City may submit invoices as work items have been completed, but not more frequently than monthly; or the City may submit one Final Invoice for payment subject to verification of all work completed and accepted.

b) The following conditions are required before a Final Invoice submitted by the City and before final payment for the sanitary sewer system connection can be made.

1. The City is required to provide to the Park Service Contracting Officer's Representative a notice of ten (10) working days prior notice that the work has been completed and is ready for Final Inspection. The Facility will be constructed to the City's uniform design and construction standards.

2. The City is required to provide to the Park Service Contracting Officer's Representative record drawings and computer files in AutoCAD format, if available, including design calculations and survey data for archiving purposes after the installation included herein has been completed.

a. Information for submitting an Invoice is as follows:

b. One sheet is acceptable; letterhead is optional, for the Invoice. The breakdown can be attached but is not necessary.

c. For multiple invoices, label each Invoice with a number sequence and the final invoice in the sequence shall be labeled "FINAL INVOICE". If only one is submitted, it shall be labeled "Final Invoice", an invoice numbering is required.

d. Include a date on the invoice that succeeds the completion date of work.

e. Include this Contract Number on the Invoice.

f. Include short description of work performed and invoice price

3) Prior to final payment on this contract, the City shall furnish to the Contracting Officer a Release of Claims: Form DI-137 (Rev. Aug. 1996) against the United States relating to this Contract.

4) Invoice(s) for the sanitary sewer system connection shall be sent to:

National Park Service
DSC-CS
Attn: Timothy F. Sharrett, Contract Specialist,
12795 West Alameda Parkway
P.O. Box 25287
Denver, Colorado 80225-0287

4. CONTRACT MODIFICATIONS

- a) No additional work above contract price may be performed unless and until the National Park Service approves the funding and the Contracting Officer issues a bi-lateral contract modification authorizing the additional work. The modification process will not be unreasonably delayed providing funds are available, and if determined to be in the best interest of the Government.
- b) If it is determined to be in the best interest of the Government, the Contracting Officer retains the right to issue unilateral contract modifications with exceptions of price. When unilaterally signed by the Contracting Officer, the modification shall become part of the Contract.
- c) The City shall provide the Contracting Officer with back up and justifications sufficient to evaluate deletions and/or additions that may be required of the City's installation work.
- d) Contract Modifications for additional work by the City or for increasing the Contract's price, when bilaterally signed by the Contracting Officer and the City's authorized representative shall become part of this Contract.

SECTION C: DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK

EXISTING CONDITIONS AND CONCERNS

The National Park Service, Wind Cave National Park has a requirement to extend sanitary sewer mains to proposed project for replacing failing wastewater treatment facility from existing manhole locations within the city limits of the City of Hot Springs, South Dakota. The project is estimated to be completed before ~~October 31, 2004~~ Nov. 30, 2004

CITY'S RESPONSIBILITIES

CERTIFICATION: The City, by signature of the contract, certifies the City's existing wastewater treatment plant's capacity is able to accept and adequately treat the additional NPS influent as required by this contract.

SANITARY SEWER SYSTEM:

Under this Contract the City shall provide all labor, equipment, supplies and materials necessary to construct and maintain a sanitary sewer line from the Wind Cave National Park boundary on highway 385 to the City, approximately 30,000 feet, connecting to the existing sewer collection system of the City and conveying the sewage from the Park boundary to the HS wastewater treatment plant for treatment and disposal. The sewer main shall be adequate for the current and anticipated future sewer flows generated by the Park together with all sewage the City anticipates from private or other developments along the line route. The influent from the Park is expected to be typical domestic sewage with an average daily flow in the summer season of 20,000 gpd and less than 10,000 gpd in the winter season. The Park sewage will be transferred to the Park Boundary via a lift station and the flow from the pumps will be at a rate of 160 gpm. Therefore the sewer mains and appurtenances must be sized to handle the 160 gpm flows. It is anticipated that the sewage flows generated by the Park may increase at a rate of approximately 5% per year, although the rate of delivery to the City sewer main would still be 160 gpm.

For this specific Contract, the City shall construct and maintain the sewer main in accordance with all applicable local, state and federal laws and regulations. The City shall be responsible for:

- providing phase 1 certification.
 - rights-of way, permits and regulatory approvals,
 - survey and design,
 - contracts administration and construction management including full time resident inspection
 - odor control of received sewage,
 - pipe sizing, pipe material and profiles appropriate for the fluid type, velocities and hydraulic heads,
 - manhole sizes, shapes and materials to adequately meet corrosive and erosive conditions, dissipate high heads and velocities without depositing solids in the lines due to shallow flow depths,
 - manholes and pipelines shall be designed to avoid overflows due to blockage or back up during normal operation.
 - Trenching consisting of approximately 30,000 feet, back-fill, compaction to City standards.
-
- The City and its subcontractor/s are responsible for paying their own utility cost in the performance of this contract.
 - NPS will furnish and install a totalizing flow meter
 - City will own the facility.

- Upon completion of the installation of the facilities, a separate 10(Ten) year Government Wastewater Utility Service contract will be issued for wastewater utility service.

Phase 2: Off-job-site

The City's off-job-site work shall consist of but not limited to the following:

a) **Design Services:** Design preparation of installation drawings for the Facility as described herein shall be designed and certified by a registered professional engineer. (If applicable) the City's competitive low bid process to select a subcontractor for installation, and the City's General & Administrative costs, as described herein.

The City shall provide submittals of the installation drawings and specifications for review for Phase 1 (off-job site) work as follows:

1. At 35 percent completion stage of Design.
2. At 50 percent completion stage of Design
3. At 95 percent completion stage of Design.

Submittals shall be sent to: Mr. Steven D Schremmpps, P.E.
Park Facility Manager
RR#1, Box 190-WCNP
Hot Springs, SD 57747

b) Meet on site with personnel from the Park Superintendent or his/her representative, as necessary, to coordinate the design and installation work.

c) Prepare and provide record drawings in AutoCAD format, if available, including design calculations and survey data to the Park Service Contracting Officer's Authorized Representative for archiving purposes after the installation included herein has been completed.

d) Coordinate with the Park personnel for final location of the utility facilities and lines within the Site and field stake, as indicated by the drawing.

e) The City shall cooperate, as required, with other utility companies and their subcontractors, agents, or assigns; the telephone company and their subcontractors, agents or assigns; and the NPS contractors for common usage of compatible utilities and corridors, as required, to allow scheduling of work in the same areas and to prevent earth moving and rough grading type installation interference problems.

Low Competitive Bidding Process

a) Prepare project bid package for soliciting Bids or Price Proposal for a Firm Fixed Price Subcontract for the selection of a subcontractor for installation, including solicitation advertising and bid opening, but excluding award.

b) Conduct a pre-bid walk-through and conference, as required.

Phase 3: On-job-site

The City's on-job-site work shall consist of but limited to the following:

If applicable, the award of a subcontractor, and the commencement of the installation of the Facility.

PHASE 3: CONTRACT ADMINISTRATION: FACILILTY INSTALLATION

The City's Phase 3 (on-job-site) Contract Administration work shall consist of but is not limited to the following:

a) Conduct a pre-construction meeting with the City's construction subcontractor personnel and invite Park personnel to attend prior to initial commencement of installation work.

b) Attend job meetings, conduct periodic resident field observations, perform on-site field supervision, quality control, field inspection, Engineering Services, and review shop drawings, as required.

NPS Responsibilities

NPS will be responsible for the following:

- a) NPS has prepared and received the required compliance approval for archeological requirements per Section 106 of the National Historic Preservation Act.
- b) NPS has prepared and received the required compliance approval natural resource work and obtain per National Environmental Policy Act.
- c) Provide comments as to scope and content on the 35, 50 and 95 percent design documents submitted by the City to NPS for review in a timely manner as not to delay the City.
- d) Initiate and participate in telecons, meetings, and/or pre-installation conferences, as necessary, with the appropriate City's employees and NPS Technical, Contracting and Park Personnel, as required, during installation phase.
- e) Assign a single project contact person to represent the National Park Service and be responsible for keeping other Park Service Staff informed of on-site project issues and progress and to notify the Contracting Officer's Representative of any contracting issues.
- f) Provide the most current flow data to City for design in sizing the facility.
- g) Coordinate and approve the final location of the utility facilities and the lines at the Park Service boundary.
- h) Participate in telecons, meetings, and pre-installation conferences with the City during the design, review, and installation work, as required.
- i) Coordinate and review the City's design drawings for scope, content, compliance with the environmental and cultural laws, routing and archeology concerns, and provide project review comments and approvals of preliminary drawings and 100 percent final design drawings and specifications in a timely manner.
- j) If requested, the NPS will provide its documentation for compliance under the NEPA and NHPA Section 106 to the City for assisting the City in obtaining State Compliance (if required) in the pre-established utility corridor in accordance with Drawing 108/41,025(previously sent to the City under separate cover).

SECTION D. **PACKAGING AND MARKETING**

Not applicable

SECTION E. **INSPECTION AND ACCEPTANCE**

Final inspection and acceptance will be conducted by the Contracting Officer's Authorized Representative. Final inspection will occur at the Installation Site.

SECTION F. **DELIVERIES OR PERFORMANCE (CONNECTION ONLY)**

1. DESIGN AND INSTALLATION PERFORMANCE PERIOD

- a. A Notice-to-Proceed (NTP) is included herein for Phase 1 Plant Certification.
- b. A second Notice-to-Proceed shall be issued for Phase 2 (off-job-site) design work when Phase 1 Certification is received. Phase 2, Design shall be completed by March 31, 2004.
- c. A Third Notice-to-Proceed will be issued upon completion and acceptance of all required Design work, installation work shall be subject to the Special Archeological Monitoring Requirements.

2. All work to be completed by November 30, 2004.

SECTION G: **CONTRACT ADMINISTRATION DATA**

The Contracting Officer's Authorized Representative (hereinafter "COR") name and address for this contract is:

Walt Graham
National Park Service
12795 W. Alameda Parkway
Mail Stop: DSC-PM
Denver, Colorado 80228

Phone #303-969-2161
FAX #303-969-2238

The Contracting Officer Technical Representative (hereinafter COTR) for this contract is:

Mr. Steven D Schrempp, P.E.
Park Facility Manager
RR#1, Box 190-WCNP
Hot Springs, SD 57747-9430

Phone #605-745-1140
FAX #303-987-6646

The Contracting Officer (hereinafter 'CO') name and address for this contract is:

Melvin E. Fowler
National Park Service
Washington Contracting & Procurement
12795 W. Alameda Parkway
Mail Stop: WCP
Lakewood, Colorado 80228
Phone No: 303-914-3808
FAX No: 303-914-3812

The Contact for the City is:

John P. Scheltens, City Engineer
City of Hot Springs
303 North River Street
Hot Springs, South Dakota 57747
Phone No: 605-745-3135
FAX NO. 605-745-5180

SECTION H: SPECIAL CONTRACT PROVISIONS (CONNECTION & SERVICE)

1. Ownership of Facilities

A. It is understood by both parties that the Facilities furnished and installed under this Contract shall become the property of the City. The ownership of all Facilities installed by the City or its Sub-contractor(s) shall remain the property of the City regardless of this firm-fixed price contract by NPS and that the Utility Systems provided under this contract shall become the property of the City. The ownership of all equipment installed by the City or its Sub-contractor/s shall be vested in the City.

B. Upon completion of the installation, the City is responsible for all operation and maintenance of the Facility. The City's responsibility and ownership ends at boundary of the Park. NPS has responsibility for all facilities upstream of the boundary of the Park.

3. Parties of Interest

This Contract shall be binding upon and insure to the benefit of the City's successors, legal representatives and assignees of the respective parties thereto.

4. Contract Installation Documents

The City's Contract Installation Documents shall be made part of this Contract and shall consist of, but not limited to this Contract, the City's Specifications and Installation Drawings, the City's Installation Subcontracts as they are develop and executed, as required, to install the Facility.

5. Expense Records

A. During the term of this Contract and during installation, the NPS shall require the City, either acting independently or through this Contract, to adhere to all Environmental Provisions, as specifically agreed upon by inclusion in the installation documents.

6. Archaeological Findings, Modified (OUTSIDE OF PARK BOUNDARY)

Fossils, Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archaeological objects of any nature, historic or prehistoric, found during any earth moving activities, are the property the appropriate authorities other than NPS and will be removed only by the appropriate authorities. Should the City operations or its employees uncover or find any archeological remains, the City shall suspend operations at the site of discovery; notify the NPS Contracting Officer (and or the appropriate authority) immediately of the findings; and continue operations in other areas. Included with the notification, shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for the City, it will be compensated by an equitable adjustment under the General Provisions of the Contract.

7. SPECIAL PROVISIONS

A. The Park Service Contracting Officer's Authorized Representative shall conduct day-to-day administration of this Contract by the Park Service, (COR) with the exclusion of changing contracting matters involving delivery time, money, or scope of work. All communications oral or written in the day-to-day administration of this Contract, shall be established with and directed to the City's Site Superintendent.

B. The City shall designate an individual or individuals that are employed by the City on-job-site superintendent during installation work, who shall act as a point of contact and responsibility and authority to address and correct contracting issues or other problems on a day-to-day basis.

C. At all times the City or its subcontractor(s) shall follow South Dakota's Department of Transportation's Standards for highway weight limits, travel, and traffic control; and Federal and South Dakota OSHA's Regulations for life safety, as applicable.

D. The City's Drawings, sketches, Work Orders, Job Orders, and Staking Sheets are made part of this Contract, as they are prepared. The most current City's Drawings, sketches, Work Orders, Job Orders and Staking Sheets regarding the installation of the Facility will be available to the NPS upon request. Likewise, the most current NPS Drawings will be available to the City upon request.

E. The City shall cooperate with the Contracting Officer's Representative and Site Superintendent or their designated representative to determine the priority of the work. All life safety hazards and potential public health threats shall be eliminated as first priority of the work.

F. The City's Rules and Regulations and Line Extension Policies of the City are made a part of this Contract. The most current revisions will be available upon request.

Part 11 - Contract Clauses

Section I - Clauses

GENERAL PROVISIONS

Firm-Fixed Price

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address below.

<http://www.arnet.gov/far>

	Clause #	Title	Date
1.	52.202-1	Definitions	Dec 2001
2.	52.203-3	Gratuities	Apr
1984			
3.	52.203-5	Covenant against Contingent Fees	Apr 1984
4.	52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
5.	52.203-7	Anti-Kickback Procedures	Jul 2000
6.	52.204-4	Printing/copying Double Sided/Recycled Paper	Aug 2000
7.	52.204-6	Data Universal Numbering System (DUNS) Number	Jun 1999
8.	52.209-6	Protecting Govt.'s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed Debarment	Jul 1995
9.	52.215-2	Audit and Records - Negotiation	Jun 1999
10.	52.219-8	Utilization of Small Business Concerns	Oct 2000
11.	52.222-3	Convict Labor	Aug 1996
12.	52.222-26	Equal Opportunity	Apr 2002
13.	52.223-14	Toxic Chemical Release Reporting	Oct 2000
14.	52.232-25	Prompt Payment	Feb 2002
15.	52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration	May 1999
16.	52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
17.	52.233-1	Disputes	Jul 2002
18.	52.236-7	Permits and Responsibilities	Nov 1991
19.	52.237-2	Protection of Government Bldgs. Equip. & Vegetation	Apr 1984
20.	52.243-1	Changes	Aug 1987
21.	52.244-2	Subcontracts	Aug 1998
22.	52.244-5	Competition in Subcontracting	Dec 1996

23.	52.246-5	Inspection of Services--Fixed-Price	Aug 1996
24.	52.249-6	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
25.	52.249-14	Excusable Delays	Apr 1984
26.	52.253-1	Computer Generated Forms	Jan 1991

Firm-Fixed Price

Clauses Required in Full Text

1. 52.241-9 Connection Charge (Feb. 1995)

(a) *Charge.* In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a Cost Reimbursable connection charge. The payment shall be in the form of progress payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be the firm fixed price of \$955,000.00. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) *Ownership, operation, maintenance and repair of new facilities to be provided by the City.* The facilities to be supplied by the City under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the City and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the City at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the City.

(c) *Termination before completion of facilities.* The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the City shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal.

(End of clause)

3. 52.241-12 Nonrefundable, Nonrecurring Service Charge (Feb 1995)

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a city require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for the connection as described herein in the amount of \$0.00 dollars payable in accordance with the terms and conditions set forth herein.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

SECTION J. LIST OF ATTACHMENTS/REFERENCES

ATTACHMENT #1 City's Firm Fixed Price Proposal, dated August 26, 2003.

ATTACHMENT #2 City's Revised Price Proposal, dated October 16, 2003.

Part IV - Representations and Instructions

Section K - Representations, Certifications, and Other Statements of Offerors

Not Applicable

Section L - Instructions, Conditions, and Notices to Offerors

Not Applicable

Section M - Evaluations Factors for Award

Not Applicable

City of Hot Springs
303 North River
Hot Springs, South Dakota
Phone Number 605-745-3135**Fax Number 605-745-5180

To: Tim

(605) 745 5414

Fax Number: 303-987-6646

From: Carl Oberlitner, Mayor

Date: October 16, 2003

Subject: Approval

Pages: 1

1. Certification Phase: \$ 2,000.00
2. Final Design Phase: \$38,000.00
3. Installation Phase: \$ 5,000.00

City of Hot Springs
303 North River
Hot Springs, South Dakota
Phone Number 605-745-3135**Fax Number 605-745-5180

To: Tim

Fax Number: 303-987-6646

From: Carl Oberlitner, Mayor

Date: October 16, 2003

Subject: Approval

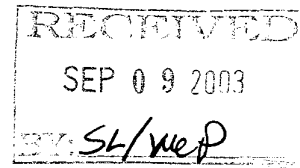
Pages: 1

As per our conversation an additional \$45,000.00 needs to be added to contract between the City and Wind Cave which includes contracting with a professional engineer for the certification phase and final design phase of project. If I need to send anything else please contact me or Cheryl Wait, Finance Officer.

City of Hot Springs

303 North River Street

Hot Springs, South Dakota 57747



Carl F. Oberlitner
Mayor

Phone 605 745-3135
e-mail: 102370.2314@compuserve.com

August 26, 2003

National Park Service
United States Department of Interior
Attn: Mr. Tim Sharrett - Contract Specialist
12795 West Alameda Parkway
MS WCP
Lakewood, Colorado 80228

Ref: Sanitary Sewer Line Project - Wind Cave National Park

Dear Mr. Sharrett:

In response to your Fax's dated 8/11 and 8/19 2003, the City of Hot Springs offers to extend its sanitary sewer system to the boundary of Wind Cave National Park and provide sanitary sewage treatment under the conditions of the proposal herein. The City is pleased to offer it services. We currently have the capacity at our wastewater treatment facility to handle the additional loading. The key staff within our Engineering and Wastewater Departments have served the City for over 25 years and have received many state and national awards for their engineering and operational excellence.

The proposal attached is similar to utility service extensions the City has provided in recent years. We are just completing the installation of @ 10 miles of water and sanitary sewer extensions that will service the new golf course subdivision development. Last year we completed utility expansion of our water system that provides clean, drinking water to the eastern portion of Fall River County via @ 300 miles of water main.

Attached, please find a copy of our proposal. If you have any questions, please feel free to call me at any time. My number at City Hall is 605 745-3135. The final terms of agreement between the NPS and the City of Hot Springs are subject to the approval of the Hot Springs City Council.

I hope you find this offer positive and encouraging. I look forward to working together.

Sincerely:

A handwritten signature in cursive script that reads "Carl Oberlitner".

Carl F. Oberlitner, Mayor
City of Hot Springs

cc: Joseph Lux, President, Hot Springs City Council
William Hacker, Chair Public Works Committee
Kip Heinzen, Public Work Committee
Jim Zwetzig, Public Works Committee
Mike Ortner, City Attorney
John Scheltens, City Engineer

**SANITARY SEWER SERVICE AGREEMENT BETWEEN
THE CITY OF HOT SPRINGS
AND THE
NATIONAL PARK SERVICE, UNITED STATES DEPT. OF INTERIOR
(Wind Cave National Park)**

THIS AGREEMENT is made this ____ day of September, 2003 by and between the City of Hot Springs, a municipal corporation (hereinafter referred to as the "City"), and the United States National Park Service (Wind Cave National Park -hereinafter referred to as the "Park").

WHEREAS the parties recognize that the City is a municipal corporation organized under the provisions of SDCL Title 9, and that it has the full range of responsibilities to the residents, citizens, taxpayers, and others within its service area; and

WHEREAS Wind Cave National Park, a unit of the United States National Park Service, is interested in receiving Sanitary Sewer Services from the City of Hot Springs; and.

WHEREAS the City owns, operates, and maintains a sanitary sewer system and wastewater treatment facilities capable of providing the services required by Wind Cave National Park,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Basic Design & Administration

The City of Hot Springs will provide the basic administration, planning, design and coordination for extending the sanitary sewer from the City of Hot Springs northward to the southern boundary of Wind Cave National Park. The proposed extension would be installed in the highway R.O.W. along the western edge of S.D. Highway #385. The termination would be in the proximity of the South Entrance of Wind Cave National Park. The exact location to be agreed upon between the City and Wind Cave National Park.

The City shall be responsible for all design, meeting all local, state and federal environmental requirements, acquisition of all R.O.W's and environmental permits. All plans and specifications shall be reviewed and approved by the South Dakota Department of Environmental Protection prior to the commencement of any construction.

A completed set of plans and specifications shall be provided to the National Park Service for your and comment. The plans shall contain the layout, size, and location of all pipes, manholes and appurtenances. Plans shall show grades, depths and specifications for material quality. It will provide detailed installation requirements and testing procedures for final acceptance. The City will attempt to address and all concerns of the Park Service but reserves the right of final decision.

The basic design phase of the project shall be completed by 1 March 2004, provided this agreement is entered into by 1 October 2003.

Design Considerations:

- Pumping Rate into the receiving manhole from Wind Cave National Park
Maximum 160 GPM.
- Wintertime average daily flow @ 10,000 gpm
- Summertime average daily flow @20,000 gpm
- Allow a 5% increase per year in average daily flows but maximum pumping rate to remain at 160 GPM
- All sewerage is domestic waste - no industrial waste unless it pretreated to meet municipal requirements.
- The City will provide, install and maintain a sewage totalizing meter at the receiving manhole.
- Hot Springs will provide limited odor control at the receiving manhole - however due to the expected long detention time of the waste in the forced main pipeline within Wind Cave National Park, particularly in the slow winter season, the Park may need to undertake additional treatment at the lift station to eliminate the problem entirely.
- Considerations shall also be made in the design to accommodate future sewerage flows for current and anticipated growth along the route.

II. Construction & Installation:

The City of Hot Springs shall provide, or contract to provide, all labor, equipment, supplies and materials to construct the sanitary sewer main from Hot Springs to the southern boundary of Wind Cave National Park via the corridor of S.D. Highway #385. The distance is approximately 30,100 L.F. The City shall also be responsible for all construction staking, inspections, testing and contract administration.

All construction work shall be completed by 31 October, 2004 and ready to receive sewage from Wind Cave National Park.

III. Maintenance & Ownership:

Upon completion the City shall own the sanitary sewer installed under this agreement. It agrees to provide all necessary cleaning, maintenance and service for the life of the system. When connected, Wind Cave National Park will be considered a commercial account on the Hot Springs sanitary sewer system. As such, the Park shall be billed a monthly service fee in the same manner and rate structure as all other commercial accounts on the system. The City shall provide this service for a minimum of twenty (20 years).

IV. Payments, Costs & Schedule:

A. Design & Administration (Part I. above)

1. Total Cost: **\$65,000.00**
2. Payment Schedule: \$30,000.00 due 1 November 2003
\$35,000.00 completion of plans & specifications (1 March 2004)

B. Construction & Installation (Part II. Above)

1. Total Cost: **\$845,000.00**
2. Payment Schedule \$250,000.00 at 25% construction completed.
\$200,000.00 more at 50% construction completed
\$200,000.00 more at 75% construction completed
\$195,000.00 remaining when 100% construction completed

V. Contact & Address:

Unless subsequently advised in writing by the City, all correspondence, billing statements, documents, and notices, from the Park Service to the City, shall be mailed to the City at the following:

City Hall
City of Hot Springs
303 N. River Street
Hot Springs, SD 57747


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF HOT SPRINGS



Carl Oberlitner, Mayor

ATTEST:



Cheryl Wait, Finance Officer

(SEAL)

UNITED STATES NATIONAL PARK SERVICE

USNPS - Name & Title

ATTEST:

Clerk

(SEAL)